

<i>SERFF Tracking Number:</i>	<i>NYLA-126278831</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>43367</i>
<i>Company Tracking Number:</i>	<i>6430-07</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>Roth IRA Endorsement for SPIA</i>		
<i>Project Name/Number:</i>	<i>Roth IRA Endorsement for SPIA/6430-07</i>		

Filing at a Glance

Company: New York Life Insurance and Annuity Corporation

Product Name: Roth IRA Endorsement for SPIA SERFF Tr Num: NYLA-126278831 State: Arkansas

TOI: A05I Individual Annuities- Immediate Non-Variable SERFF Status: Closed-Approved-Variable Closed State Tr Num: 43367

Sub-TOI: A05I.000 Annuities - Immediate Non-variable Co Tr Num: 6430-07 State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Rina Zornetsky, Renata Bucaj

Disposition Date: 08/28/2009

Date Submitted: 08/27/2009

Disposition Status: Approved-Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: Roth IRA Endorsement for SPIA

Project Number: 6430-07

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Delaware is our domiciliary state. Forms are pending in Delaware as of 8/20/2009.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 08/28/2009

Explanation for Other Group Market Type:

State Status Changed: 08/28/2009

Deemer Date:

Created By: Renata Bucaj

Submitted By: Renata Bucaj

Corresponding Filing Tracking Number:

Filing Description:

This is for one (1) Roth IRA Endorsement form and three (3) revised Application forms, which will be used with our individual single premium immediate annuity policies.

SERFF Tracking Number: NYLA-126278831 State: Arkansas

Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 43367

Company Tracking Number: 6430-07

TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable

Product Name: Roth IRA Endorsement for SPIA

Project Name/Number: Roth IRA Endorsement for SPIA/6430-07

Company and Contact

Filing Contact Information

Renata Bucaj, Contract Consultant renata_bucaj@newyorklife.com
 1 Rockwood Road 914-846-3491 [Phone]
 Sleepy Hollow, NY 10591 914-846-4914 [FAX]

Filing Company Information

New York Life Insurance and Annuity Corporation CoCode: 91596 State of Domicile: Delaware
 1 Rockwood Road Group Code: 826
 3N738 Group Name: Company Type:
 Sleepy Hollow, NY 10591 FEIN Number: 13-3044743 State ID Number:
 (914) 846-3508 ext. [Phone]

Filing Fees

Fee Required? Yes
 Fee Amount: \$200.00
 Retaliatory? Yes
 Fee Explanation: \$50 per form
 4 forms X \$50= \$200.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance and Annuity Corporation	\$200.00	08/27/2009	30167585

SERFF Tracking Number:	NYLA-126278831	State:	Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/28/2009	08/28/2009

<i>SERFF Tracking Number:</i>	<i>NYLA-126278831</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>Roth IRA Endorsement for SPIA/6430-07</i>		

Disposition

Disposition Date: 08/28/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NYLA-126278831 State: Arkansas

Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 43367

Company Tracking Number: 6430-07

TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable

Product Name: Roth IRA Endorsement for SPIA

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Certification-Compliance		Yes
Supporting Document	Statement of Variability for Endorsement		Yes
Supporting Document	Statement fo Variability for Applications		Yes
Supporting Document	Cover Letter		Yes
Supporting Document	Filling Fee Transmittal		Yes
Form	Endorsement		Yes
Form	Application		Yes
Form	Application		Yes
Form	Application		Yes

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	6430-07	Policy/Cont Endorsement ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			Endorsement 6430-07.pdf
	207-585 (01/2010)	Application/ Application Enrollment Form	Revised	Replaced Form #: 207-585 Previous Filing #: 35731		Application 207-585 (01- 2010).pdf
	207-586 (01/2010)	Application/ Application Enrollment Form	Revised	Replaced Form #: 207-586 Previous Filing #: 35731		Application 207-586 (01- 2010).pdf
	207-588 (01/2010)	Application/ Application Enrollment Form	Revised	Replaced Form #: 207-588 Previous Filing #: 35731		Application 207-588 (01- 2010).pdf

New York Life Insurance and Annuity Corporation Roth Individual Retirement Annuity Endorsement

The provisions in this Endorsement are effective on the issue date of this Contract as a Roth IRA (or the date it has been converted to a Roth IRA); unless a later date is specified under the federal tax law with respect to a provision hereunder.

The following provisions through Article VIII of this Roth IRA Endorsement are word-for-word identical to the operative provisions in Articles I through VIII of IRS Form 5305-RB (3-02) and are deemed to meet the statutory requirements for a Roth IRA.

This endorsement is made a part of the annuity contract to which it is attached, and the following provisions apply in lieu of any provisions in the contract to the contrary.

The annuitant is establishing a Roth Individual Retirement Annuity (Roth IRA) under Section 408A of the Internal Revenue Code, to provide for his or her retirement and for the support of his or her beneficiaries after death.

Article I

Except in the case of a rollover contribution described in section 408A(e), a re-characterized contribution described in section 408A(d)(6), or an IRA Conversion Contribution, the issuer will accept only cash contributions up to \$3,000 per year for tax years 2002 through 2004. That contribution limit is increased to \$4,000 for tax years 2005 through 2007 and \$5,000 for 2008 and thereafter. For individuals who have reached the age of 50 before the close of the tax year, the contribution limit is increased to \$3,500 per year for tax years 2002 through 2004, \$4,500 for 2005, \$5,000 for 2006 and 2007, and \$6,000 for 2008 and thereafter. For tax years after 2008, the above limits will be increased to reflect a cost-of-living adjustment, if any.

Article II

1. The contribution limit described in Article I is gradually reduced to \$0 for higher income annuitants. For a single annuitant, the annual contribution is phased out between adjusted gross income (AGI) of \$95,000 and \$110,000; for a married annuitant filing jointly, between AGI of \$150,000 and \$160,000; and for a married annuitant who files separately, between AGI of \$0 and \$10,000. In the case of a conversion, the issuer will not accept IRA Conversion Contributions in a tax year if the annuitant's AGI for the tax year the funds were distributed from the other IRA exceeds \$100,000 or if the annuitant is married and files a separate return. Adjusted gross income is defined in Section 408A(c)(3) and does not include IRA Conversion Contributions.
2. In the case of a joint return, the AGI limits in the preceding paragraph apply to the combined AGI of the annuitant and his or her spouse.

Article III

The annuitant's interest in the contract is nonforfeitable and nontransferable.

Article IV

1. The contract does not require fixed contributions.
2. Any dividends (refund of contributions other than those attributable to excess contributions) arising under the contract will be applied (before the close of the calendar year following the year of the dividend) as contributions toward the contract.

Article V

1. If the annuitant dies before his or her entire interest in the contract is distributed to him or her and the annuitant's surviving spouse is not the designated beneficiary, the remaining interest in the contract will be distributed in accordance with (a) below or, if elected or there is no designated beneficiary, in accordance with (b) below:
 - a. The remaining interest in the contract will be distributed, starting by the end of

the calendar year following the year of the annuitant's death, over the designated beneficiary's remaining life expectancy, or a period no longer than such remaining life expectancy, as determined in the year following the death of the annuitant. Life expectancy is determined using the single life table in Regulations section 1.401(a)(9)-9.

- b. The remaining interest in the contract will be distributed by the end of the calendar year containing the fifth anniversary of the annuitant's death.
2. If the annuitant's surviving spouse is the designated beneficiary, such spouse will then be treated as the annuitant.

Article VI

1. The annuitant agrees to provide the issuer with all information necessary to prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS).
2. The issuer agrees to submit to the IRS and the annuitant the reports prescribed by the IRS.

Article VII

Notwithstanding any other articles, which may be added or incorporated, the provisions of Articles I through IV and this sentence will be controlling. Any additional articles inconsistent with section 408A, the related regulations, or other published guidance will be invalid.

Article VIII

This Endorsement will be amended as necessary to comply with the provisions of the Code, the related regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the contract.

Article IX


1. Except as otherwise set forth below, capitalized terms used in this Endorsement shall have the same meaning as set forth under the Contract. Terms used in this Endorsement:
 - a. "Issuer," "We," and "Our" refer to New York Life Insurance and Annuity Corporation (NYLIAC).
 - b. "Annuitant," "You," and "Your" refer to the measuring life who is also the owner of the annuity contract.
 - c. "Contract" may also refer to a "Certificate" issued under a group annuity contract.
2. Notwithstanding anything in the Contract (including Article I of this Endorsement) to the contrary, the Contract will only accept a single contribution, or purchase payment, which meets the following conditions:
 - a. The contribution must be a qualified rollover contribution within the meaning of section 408A(e) of the Code. A regular Roth IRA contribution in an amount up to the contribution limit described in Article I may be made in addition to the qualified rollover contribution. Such contributions must be made in a single cash payment.
 - b. The contribution must be at least \$10,000.
 - c. The owner (or deceased owner where this Contract is an inherited Roth IRA being established in the name of the deceased owner for the benefit of the designated beneficiary) must have made his or her initial contribution to a valid Roth IRA established in his or her name in a calendar year which is at least five years before the calendar year in which income payments commence under this Contract;
 - d. The owner must have attained age 59 1/2 by the date that payments commence or, in the case of an inherited Roth IRA, income payments under this Contract must commence by December 31st of the year following the calendar year of the owner's death (unless permitted to begin at a later date under income tax regulations).

3. Notwithstanding Article IV of this Endorsement, no dividends are paid under this annuity contract.
4. Notwithstanding Article V, paragraph 1:
 - a. Where the owner dies prior to the date that income payments irrevocably commence (except for acceleration), any pre-commencement death benefit under the Contract will be distributed by the end of the calendar year containing the fifth anniversary of the Annuitant's death.
 - b. Except to the extent permitted under the income tax regulations, if the owner dies on or after the date that income payments irrevocably commence (except for acceleration), any death benefit or remaining interest in the Contract (if any) must be paid in substantially equal payments (made at least annually) over a period no longer than the remaining life expectancy of the designated beneficiary at the time of the owner's death in accordance with the single life table as in paragraph 1(a) of Article V (regardless of the guaranteed period option remaining under the Contract at the time of the owner's death). Payment of any remaining income payments or death benefit must satisfy the income tax regulations under section 401(a)(9) of the Code with respect to distributions after the death of the owner. If the designated beneficiary is not a natural person, the maximum period for the death benefit payments in the preceding sentences shall be 5 years from the year of death.
 - c. In no event will any lump sum death benefit You choose, or any lump sum death benefit otherwise payable under the Contract, exceed the purchase payment less the total of all income payments previously paid and any amounts previously withdrawn.
5. Notwithstanding Article V, paragraph 2, if the annuitant's surviving spouse is the designated beneficiary, such surviving spouse may not elect to treat the Roth IRA as his or her own Roth IRA. However, he or she can roll over any lump sum death payment payable under the Contract (other than the minimum required distribution) to his or her own Roth IRA.
6. For income tax purposes, withdrawals from Your Roth IRA are from annual contributions first, then converted amounts (on a first in, first out basis), and then contract earnings. Withdrawals of contributions are generally not subject to federal income tax (however, withdrawals of converted amounts within 5 years of such conversion may be subject to a 10% penalty tax). Withdrawals of earnings are not subject to federal income tax provided such withdrawals are "qualified distributions." Qualified distributions are defined in Section 408A(d) as any distribution made more than five years after the first tax year for which You or Your spouse made a contribution to Your Roth IRA and: (i) made on or after the date You attain age 59 1/2; (ii) made on account of Your disability, as defined in Code Section 72(m)(7); (iii) made as a qualified first-time homebuyer distribution (\$10,000 lifetime limit); or (iv) made on account of Your death.
7. Annuity income payments under this contract will be made in accordance with applicable federal income tax laws and related regulations.
8. In furtherance of Article VIII, NYLIAC may, from time to time, have to change, amend or terminate this Contract including, to comply with the Code and with the Regulations issued pursuant to the Code. NYLIAC has the right to make these changes. NYLIAC will notify You in writing if We do so. However, You may request in writing that We not make such changes. NYLIAC must receive Your written request within 30 days of Our notice being sent to You. If You do, the Contract will then not be continued as a Roth IRA under the prototype to which the Internal Revenue Service determination letter applies, and this Endorsement shall terminate.
9. You hereby agree to, understand and acknowledge the following:
 - a. NYLIAC shall be an agent for You to receive and invest contributions as authorized by You, hold and distribute such investments, and keep adequate records and reports thereon, all in accordance with this Endorsement.


- b. NYLIAC (and/or its affiliates) shall not be liable (and assumes no responsibility) for (1) the collection of, or propriety of, contributions under this Roth IRA; (2) the propriety or consequences of distributions from this Roth IRA, (3) the administration of the Roth IRA (other than the tasks outlined in paragraph 9(a)); and/or (4) the compliance by this Roth IRA with the provisions of the Code, the Employee Retirement Income Security Act of 1974, as amended, if applicable, and other applicable law. Such matters are Your sole responsibility.
 - c. NYLIAC (and/or its affiliates) is not acting as a fiduciary with respect to Your Roth IRA.
10. For purposes of Article VII, the term "article" shall include any provision of the Contract (including any endorsements thereto).
11. If this Contract is issued with respect to a deceased owner of a Roth IRA for the benefit of a designated beneficiary, notwithstanding anything in this Contract (including this Endorsement) to the contrary, the following shall apply:
- a. The Contract will only accept as a single contribution or purchase payment, death proceeds from the Roth IRA of the specified deceased owner for the benefit of the specified designated beneficiary.
 - b. Such amounts must be contributed in accordance with NYLIAC's procedures, in all events before the earlier of the date distributions commence or December 31 of the calendar year following the calendar year of the deceased owner's death.
 - c. The designated beneficiary for whose benefit the Contract is issued may exercise all the rights of the owner but cannot make new purchase payments to the Contract (other than assignment of death proceeds).
 - d. The designated beneficiary must receive payments in accordance with the minimum distribution rules as set forth in section 401(a)(9), the regulations thereunder and Article VI (a) of this Endorsement.
 - e. The Annuitant shall be the designated beneficiary for whose benefit the Contract is issued. Where the beneficiary is a trust satisfying the requirements of Treas. Reg. 1.401(a)(9)-4, then the Annuitant and measuring life for purposes of Article VI (a) shall be the oldest beneficiary of such trust.
 - f. The Contract shall be titled, "Owner, Deceased, Date of Death, for the benefit of ("f/b/o") Designated Beneficiary," or in a similar manner chosen by NYLIAC which accurately reflects the foregoing information.

All other terms and conditions of the Contract remain unchanged.

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION



President



Secretary



APPLICATION FOR

Single Premium Immediate Annuities

[**Lifetime Income or Fixed Period Annuity**]

To New York Life Insurance and Annuity Corporation (NYLIAC) (A Delaware Corporation)

[Executive Office: 51 Madison Avenue, New York, NY 10010 • Home Office: 200 Continental Drive, Suite 306, Newark, DE 19713]

1 OWNER

John Doe ☒ Male ☐ Female
Check One
▲ Name (First, Middle Initial, Last)
123 Main St.
▲ Residence — Street Address
Anytown DE 19904 U.S.A.
▲ City State Zip Code Country of Citizenship
(302) 123-4567 (302) 321-7654
▲ Home Telephone Number Business Telephone Number
08 | 01 | 1974 000-00-0000
▲ Date of Birth (MM/DD/YYYY) Social Security or Tax I.D. Number
Relationship to the Annuitant: ☒ Self ☐ Spouse ☐ Other

2 JOINT OWNER (If applicable — Non-qualified only)

☐ Male ☐ Female
Check One
▲ Name (First, Middle Initial, Last)
▲ Residence — Street Address
▲ City State Zip Code Country of Citizenship
▲ Home Telephone Number Business Telephone Number
▲ Date of Birth (MM/DD/YYYY) Social Security or Tax I.D. Number
Relationship to the Annuitant: ☐ Self ☐ Spouse ☐ Other

3 ANNUITANT

Check One: ☒ Owner ☐ Joint Owner ☐ Other, complete below.

☐ Male ☐ Female
Check One
▲ Name (First, Middle Initial, Last)
▲ Residence — Street Address
▲ City State Zip Code Country of Citizenship
▲ Home Telephone Number Date of Birth (MM/DD/YYYY) Social Security or Tax I.D. Number

PROOF OF AGE REQUIRED FOR LIFETIME INCOME ANNUITY

4 JOINT ANNUITANT (Complete for Joint-Life Lifetime Income annuities only.)

Check One: ☐ Owner ☐ Joint Owner ☐ Other, complete below.

☐ Male ☐ Female
Check One
▲ Name (First, Middle Initial, Last)
▲ Residence — Street Address
▲ City State Zip Code Country of Citizenship
▲ Home Telephone Number Date of Birth (MM/DD/YYYY) Social Security or Tax I.D. Number
PROOF OF AGE REQUIRED FOR LIFETIME INCOME ANNUITY
Relationship to the Annuitant: ☐ Spouse ☐ Non-Spouse

5 REDUCTION OF INCOME FOR JOINT LIFE PLANS — If a Joint Annuitant is named, payments will continue upon the death of one of the Annuitants as indicated below.

Note: Reduction of income not available on Life With Cash Refund Plans.

For Qualified Joint Life Plans where the Joint Annuitant is a Non-Spouse. Generally, IRS regulations require a reduction to survivor income if the IRA Owner's age exceeds that of a non-spousal Joint Annuitant by more than 10 years. The IRA Owner must be the Primary Annuitant and the reduction is available only upon the death of the IRA Owner. See table in instructions section for maximum allowable survivor percentage.

Please select one of the following. If no selection is made, the default survivor income is 100% subject to limitations noted above. For Plans with Guaranteed Period, any reduction in Income Payments, if applicable, applies after the end of the Guaranteed Period if the policy is in effect.

- ☐ No reduction of income at first death (100% to survivor)
☐ Income reduced to _____% [(40% to 99%)] of income at the death of either Annuitant
☐ Income reduced to _____% [(40% to 99%)] of income at the death of Primary Annuitant*

*Primary Annuitant is the Annuitant named in Section 3. **Note:** Available on IRAs only — the applicable Primary and Secondary Joint Life Plan will be issued if this box is checked.

6 PAYEE (Designated to receive Annuity Income Payments.)

Check One: ☒ Owner ☐ Joint Owner ☐ Annuitant ☐ Other, complete below.

▲ Name (First, Middle Initial, Last)

▲ Residence — Street Address

▲ City State Zip Code Country of Citizenship

▲ Home Telephone Number Date of Birth (MM/DD/YYYY) Social Security or Tax I.D. Number

7 BENEFICIARY (Leave Blank for Life Only Plans) (Note: Primary and Contingent Beneficiary designations must each total 100%.) Please use Section 18 for additional Beneficiary information.

- Primary** _____ %
▲ Name (First, Middle Initial, Last) Relationship to Owner Percentage
☐ **Primary**
☐ **Contingent** _____ %
▲ Name (First, Middle Initial, Last) Relationship to Owner Percentage
☐ **Primary**
☐ **Contingent** _____ %
▲ Name (First, Middle Initial, Last) Relationship to Owner Percentage
☐ **Primary**
☐ **Contingent** _____ %
▲ Name (First, Middle Initial, Last) Relationship to Owner Percentage

8 PREMIUM AMOUNT (Attach check payable to NYLIAC, unless instructed otherwise.) \$ [10,000]

9 ANNUITY INCOME PAYMENTS

Frequency of Annuity Income Payments: [☐ Monthly ☐ Quarterly ☐ Semi-annually ☒ Annually]

10 ANNUITY COMMENCEMENT DATE

Payments will begin one payment period after the Policy Date, unless otherwise indicated. **Only** if you would like the payments to begin on another date, please specify that date: MM / DD / YYYY

Note: Payments **must** begin within one year of the Policy Date. Changing the Annuity Commencement Date will change the Income Payment Amount.

11 PRODUCT SELECTION (Choose **ONE** annuity product below.)

☒ **LIFETIME INCOME ANNUITY:** Complete Sections 12 and 13 for Non-Qualified Plans or Sections 14 and 15 for Qualified Plans. For all plans, complete Sections 16 to 20 as applicable.

☐ **FIXED PERIOD ANNUITY:**

Benefit Period: _____ Years and _____ Months
(Minimum of 5 Years and Maximum of 40 Years)*

*For **Qualified Plans** please refer to the instructions page to determine the Maximum Allowable IRS Guaranteed Period based on the age of the IRA Owner.

Plan Type: ☐ Non-Qualified ☐ IRA ☐ Inherited IRA ☐ Roth IRA ☐ Inherited Roth IRA]

OPTIONAL FEATURE – (Not available if the owner is under the age of 59½ when the Income Payments begin.)

Payment to increase Annually by _____% **(Select whole number percentage up to a maximum of 15%)**]

This Option cannot be cancelled or modified after issue.

Skip to Section 16 and complete Sections 16 to 20 as applicable.

12 NON-QUALIFIED ANNUITY PLANS (Choose **ONE** Payment Plan below. For **Qualified Plans**, skip to Section 14.)

Single Life Plans

- ☒ Life Only
☐ Life With Cash Refund
☐ Life With 25% of Premium Death Benefit
☐ Life With 50% of Premium Death Benefit
☐ Life With _____ years guaranteed

(Enter number of whole years
between 5 and 30)]

Joint Life Plans

- ☐ Life Only
☐ Life With Cash Refund
☐ Life With 25% of Premium Death Benefit
☐ Life With 50% of Premium Death Benefit
☐ Life With _____ years guaranteed

(Enter number of whole years between 5 and 30)]

13 OPTIONAL FEATURES FOR NON-QUALIFIED ANNUITIES (Only **ONE** option may be selected. For **Qualified Plan** Optional Feature, skip to Section 15.)

(Not available if the Owner is under age 59½ when the Income Payments begin. These options cannot be cancelled or modified after issue.)

- ☐ Annual Increase Option (Inflation Adjustment) –

Payments will increase by: (Select One) ☐ 1% ☐ 2% ☐ 3% ☐ 4% ☐ 5%]

- ☐ Income Enhancement Option – Under this option, no reduction to survivor income is allowed for Joint-Life plans.

- ☐ Changing Needs Option – Under this option, no reduction to survivor income is allowed for Joint-Life plans.

☐ Income increased by _____% (1% to 400%) of original amount on ____/____/____ (Income Adjustment Date)**
MM/DD/YYYY

☐ Income reduced by _____% (1% to 50%) of original amount on ____/____/____ (Income Adjustment Date)**
MM/DD/YYYY

****Note:** The Income Adjustment Date may NOT change after the policy has been issued and must be at least three years after the Annuity Commencement Date.

14 QUALIFIED ANNUITY PLAN

Plan Type: ☐ IRA ☐ Inherited IRA ☐ Roth IRA ☐ Inherited Roth IRA

Choose **ONE** Payment Plan below.

Single Life Plans

- ☐ Life Only
☐ Life With Cash Refund
☐ Life With _____ years guaranteed
(Enter number of whole years
between **5** and **30**)*

Joint Life Plans (Not available for Inherited IRA and Inherited Roth IRA)

- ☐ Life Only
☐ Life With Cash Refund
☐ Life With _____ years guaranteed
(Enter number of whole years between **5** and **30**)*

***Single-Life or Joint-Life Plan with Guaranteed Period.** Please refer to the instructions page to determine the Maximum Allowable IRS Guaranteed Period based on the age of the IRA Owner.

15 OPTIONAL FEATURE FOR QUALIFIED ANNUITIES

(Not available if the Owner is under age 59½ when the Income Payments begin. **[This option] cannot be cancelled or modified after issue.**)

- ☐ Annual Increase Option (Inflation Adjustment) -
Payments will increase by: (Select One) ☐ 1% ☐ 2% ☐ 3% ☐ 4% ☐ 5% **]**

16 Please check here ☐ if you have selected a Life with Guaranteed Period Plan or Fixed Period Annuity and give permission to your Beneficiary(ies) to receive, in one sum, the present value of any Income Payments remaining after the Annuitant's death. (The Owner may change this election.)

17 SUCCESSOR OWNER

For **Non-Qualified** Plans, if the Owner and Annuitant are different, the Owner's estate is the default Successor Owner. If you wish to name the Annuitant as the Successor Owner, please check here ☐.

If you wish to choose a different Successor Owner, please use Section 18 to identify the Successor Owner, including name and Social Security or Tax I.D. number.

Note: For a Lifetime Income Annuity issued as a **Qualified Plan** with a Joint Annuitant, the Joint Annuitant, if living, will be the Successor Owner at the death of the IRA or Roth IRA Owner, as applicable.

18 ADDITIONAL INFORMATION:

19 FRAUD AND DISCLOSURE STATEMENTS**Residents of jurisdictions other than the District of Columbia and Oregon:**

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits if a person provides false information.

Residents of the District of Columbia:

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

20 SIGNATURES (Read statement and sign below)**I/We agree that:**

(1) All of the answers to questions and statements in this application are true to the best of the knowledge and belief of those who made and recorded them. **(2) This contract will not become effective unless it is delivered to the Owner while the Annuitant(s) is/are living.** (3) Unless otherwise indicated below, the Owner of this contract is the Applicant. (4) Under penalties of perjury, the Taxpayer Identification Numbers provided on this application are certified to be correct.

Signed at	Anytown	DE	19904	Date	09 / 01 / 2009
▲ City		State	Zip Code		(MM/DD/YYYY)
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
▲ Owner (Applicant)		Applicant (if other than Owner)		Joint Owner (if applicable)	
<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		
▲ Annuitant Signature (if other than Owner)			Joint Annuitant (if applicable)		
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>			
▲ Agent's Signature		Countersigned by Licensed Resident Agent (if required)			
AGENT-12345		DE-0001		ABC G.O.	
▲ Agent's Code Number	Agent's State License Number	General Office Name and Code Number			



Annuities

APPLICATION FOR
Single Premium Immediate Annuity
[Lifetime Income Annuity]

To New York Life Insurance and Annuity Corporation (NYLIAC) (A Delaware Corporation)

[Executive Office: 51 Madison Avenue, New York, NY 10010 • Home Office: 200 Continental Drive, Suite 306, Newark, DE 19713]

1 OWNER

John Doe

☒ Male ☐ Female
Check One

▲ Name (First, Middle Initial, Last)

123 Main St.

▲ Residence — Street Address

Anytown

DE

19904

U.S.A.

▲ City

State

Zip Code

Country of Citizenship

(302) 123-4567

08 / 01 / 1974

000-00-0000

▲ Home Telephone Number

Date of Birth (MM/DD/YYYY)

Social Security or Tax I.D. Number

Relationship to the Annuitant: ☒ Self ☐ Spouse ☐ Other _____**2 JOINT OWNER** (If applicable — Non-qualified only)☐ Male ☐ Female
Check One

▲ Name (First, Middle Initial, Last)

▲ Residence — Street Address

▲ City

State

Zip Code

Country of Citizenship

▲ Home Telephone Number

Date of Birth (MM/DD/YYYY)

Social Security or Tax I.D. Number

Relationship to the Annuitant: ☐ Self ☐ Spouse ☐ Other _____**3 ANNUITANT** (Individual on whose life expectancy the Annuity Income Payments are based.)Check One: ☒ Owner ☐ Joint Owner ☐ Other, complete below.☐ Male ☐ Female
Check One

▲ Name (First, Middle Initial, Last)

▲ Residence — Street Address

▲ City

State

Zip Code

Country of Citizenship

▲ Home Telephone Number

Date of Birth (MM/DD/YYYY)

Social Security or Tax I.D. Number

PROOF OF AGE REQUIRED**4 JOINT ANNUITANT** (Complete for Joint-Life annuities only.)Check One: ☐ Owner ☐ Joint Owner ☐ Other, complete below.☐ Male ☐ Female
Check One

▲ Name (First, Middle Initial, Last)

▲ Residence — Street Address

▲ City

State

Zip Code

Country of Citizenship

▲ Home Telephone Number

Date of Birth (MM/DD/YYYY)

Social Security or Tax I.D. Number

PROOF OF AGE REQUIREDRelationship to the Annuitant: ☐ Spouse ☐ Non-Spouse

5 REDUCTION OF INCOME FOR JOINT LIFE PLANS — If a Joint Annuitant is named, payments will continue upon the death of one of the Annuitants as indicated below.

Note: Reduction of income not available on Life With Cash Refund Plans.

For Qualified Joint Life Plans where the Joint Annuitant is a Non-Spouse. Generally, IRS regulations require a reduction to survivor income if the IRA Owner's age exceeds that of a non-spousal Joint Annuitant by more than 10 years. The IRA Owner must be the Primary Annuitant and the reduction is available only upon the death of the IRA Owner. See table in instructions section for maximum allowable survivor percentage.

Please select one of the following. If no selection is made, the default survivor income is 100% subject to limitations noted above. For Plans with Guaranteed Period, any reduction in Income Payments, if applicable, applies after the end of the Guaranteed Period if the policy is in effect.

- ☐ No reduction of income at first death (100% to survivor)
- ☐ Income reduced to _____% [40% to 99%] of income at the death of either Annuitant
- ☐ Income reduced to _____% [40% to 99%] of income at the death of Primary Annuitant*

*Primary Annuitant is the Annuitant named in Section 3. **Note:** Available on IRAs only — the applicable Primary and Secondary Joint Life Plan will be issued if this box is checked.

6 PAYEE (Designated to receive Annuity Income Payments.)

Check One: ☒ Owner ☐ Joint Owner ☐ Annuitant ☐ Other, complete below.

▲ Name (First, Middle Initial, Last)

▲ Residence — Street Address

▲ City State Zip Code Country of Citizenship

▲ Home Telephone Number Date of Birth (MM/DD/YYYY) Social Security or Tax I.D. Number

7 BENEFICIARY (Leave Blank for Life Only Plans) (Note: Primary and Contingent Beneficiary designations must each total 100%.) Please use Section 18 for additional Beneficiary information.

Primary

▲ Name (First, Middle Initial, Last) Relationship to Owner Percentage

☐ Primary

☐ Contingent

▲ Name (First, Middle Initial, Last) Relationship to Owner Percentage

☐ Primary

☐ Contingent

▲ Name (First, Middle Initial, Last) Relationship to Owner Percentage

☐ Primary

☐ Contingent

▲ Name (First, Middle Initial, Last) Relationship to Owner Percentage

8 PREMIUM AMOUNT (Attach check payable to NYLIAC, unless instructed otherwise.) \$ 10,000

9 REPLACEMENT INFORMATION

a) Is the policy applied for a replacement of a life insurance or annuity policy? ☐ Yes ☒ No

b) Do you have any existing life insurance or annuity policies? ☐ Yes ☒ No

If you answered "Yes" to either question, complete this section and submit required replacement forms.

▲ Company Name — Policy Number — Estimated Cash Value — Cost Basis (for Non-qualified Policies)

1035 Exchange:
☐ Yes ☐ No

▲ Company Name — Policy Number — Estimated Cash Value — Cost Basis (for Non-qualified Policies)

1035 Exchange:
☐ Yes ☐ No

Please use Section 18 to include information if more than two policies are being replaced.

10 ANNUITY INCOME PAYMENTS

Frequency of Annuity Income Payments: ☐ Monthly ☐ Quarterly ☐ Semi-annually ☒ Annually]

11 ANNUITY COMMENCEMENT DATE

Payments will begin one payment period after the Policy Date, unless otherwise indicated. **Only** if you would like the payments to begin on another date, please specify that date: / /
MM DD YYYY

Note: Payments **must** begin within one year of the Policy Date. Changing the Annuity Commencement Date will change the Income Payment Amount.

12 NON-QUALIFIED ANNUITY PLANS (Choose **ONE** Payment Plan below. For **Qualified Plans**, skip to Section 14.)**Single Life Plans**

- ☒ Life Only
☐ Life With Cash Refund
☐ Life With 25% of Premium Death Benefit
☐ Life With 50% of Premium Death Benefit
☐ Life With years guaranteed

(Enter number of whole years
between [5 and 30])

Joint Life Plans

- ☐ Life Only
☐ Life With Cash Refund
☐ Life With 25% of Premium Death Benefit
☐ Life With 50% of Premium Death Benefit
☐ Life With years guaranteed

(Enter number of whole years between [5 and 30])

13 OPTIONAL FEATURES FOR NON-QUALIFIED ANNUITIES (Only **ONE** option may be selected. For **Qualified Plan** Optional Feature, skip to Section 15.)

(Not available if the Owner is under age 59½ when the Income Payments begin. These options cannot be cancelled or modified after issue.)

- ☐ Annual Increase Option (Inflation Adjustment) –

Payments will increase by: (Select One) ☐ 1% ☐ 2% ☐ 3% ☐ 4% ☐ 5%]

- ☐ Income Enhancement Option – Under this option, no reduction to survivor income is allowed for Joint-Life plans.

- ☐ Changing Needs Option – Under this option, no reduction to survivor income is allowed for Joint-Life plans.

☐ Income increased by % (1% to 400%) of original amount on / / (Income Adjustment Date)*
MM/DD/YYYY

☐ Income reduced by % (1% to 50%) of original amount on / / (Income Adjustment Date)*
MM/DD/YYYY

***Note:** The Income Adjustment Date may NOT change after the policy has been issued and must be at least three years after the Annuity Commencement Date.

14 QUALIFIED ANNUITY PLAN

Plan Type: ☐ IRA ☐ Inherited IRA ☐ Roth IRA ☐ Inherited Roth IRA]

Choose **ONE** Payment Plan below.

Single Life Plans

- ☐ Life Only
☐ Life With Cash Refund
☐ Life With years guaranteed

(Enter number of whole years
between [5 and 30])**

Joint Life Plans (Not available for Inherited IRA and Inherited Roth IRA)

- ☐ Life Only
☐ Life With Cash Refund
☐ Life With years guaranteed

(Enter number of whole years between [5 and 30])**

****Single-Life or Joint-Life Plan with Guaranteed Period.** Please refer to the instructions page to determine the Maximum Allowable IRS Guaranteed Period based on the age of the IRA Owner.

15 OPTIONAL FEATURE FOR QUALIFIED ANNUITIES

(Not available if the Owner is under age 59½ when the Income Payments begin. [This option] cannot be cancelled or modified after issue.)

- ☐ Annual Increase Option (Inflation Adjustment) –

Payments will increase by: (Select One) ☐ 1% ☐ 2% ☐ 3% ☐ 4% ☐ 5%]]

16 Please check here ☐ if you have selected a Life with Guaranteed Period Plan and give permission to your Beneficiary(ies) to receive, in one sum, the present value of any Income Payments remaining after the Annuitant's death. (The Owner may change this election.)

17 SUCCESSOR OWNER

For **Non-Qualified** Plans, if the Owner and Annuitant are different, the Owner's estate is the default Successor Owner. If you wish to name the Annuitant as the Successor Owner, please check here ☐.

If you wish to choose a different Successor Owner, please use Section 18 to identify the Successor Owner, including name and Social Security or Tax I.D. number.

Note: If issued as a **Qualified Plan**, with a Joint Annuitant, the Joint Annuitant, if living, will be the Successor Owner at the death of the IRA or Roth IRA Owner, as applicable.

18 ADDITIONAL INFORMATION:This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

19 FRAUD AND DISCLOSURE STATEMENTS**Residents of jurisdictions other than the District of Columbia:**

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits if a person provides false information.

Residents of the District of Columbia:

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

20 SIGNATURES (Read statement and sign below)**I/We agree that:**

(1) All of the answers to questions and statements in this application are true to the best of the knowledge and belief of those who made and recorded them. **(2) This contract will not become effective unless it is delivered to the Owner while the Annuitant(s) is/are living.** (3) Unless otherwise indicated, the Owner of this contract is the Applicant. (4) Under penalties of perjury, the Taxpayer Identification Numbers provided on this application are certified to be correct. (5) I/We understand that the annuity is not backed or guaranteed by any bank or insured by the FDIC.

Signed at	<u>Anytown</u>	<u>DE</u>	<u>19904</u>	Date	<u>09 / 01 / 2009</u>
▲ City		State	Zip Code		(MM/DD/YYYY)
X			X		
▲ Applicant Signature (Owner)			Joint Owner Signature (if applicable)		
X			X		
▲ Annuitant Signature (if other than Owner)			Joint Annuitant Signature (if applicable)		
X			George Roe		
▲ Representative's/Agent's Signature			Representative/Agent's Name		
	(302) 111-2222		DE/DE-0001		
▲ Representative's/Agent's Tel. Number			Representative's/Agent's State and License Number		
	AGENT-12345				
▲ Representative's/Agent's NYLIAC Code Number					
	ABC G.O.		(302) 333-4444		
▲ Broker/Agency Name			Broker/Agency Tel. Number		
	321 Main St.				
▲ Broker/Agency Street Address					
	Anytown, DE 19904				
▲ Broker/Agency City, State, Zip Code					



Annuities

APPLICATION FOR
Single Premium Immediate Annuity
[Fixed Period Annuity]

To New York Life Insurance and Annuity Corporation (NYLIAC) (A Delaware Corporation)

[Executive Office: 51 Madison Avenue, New York, NY 10010 • Home Office: 200 Continental Drive, Suite 306, Newark, DE 19713]

1 OWNER

John Doe

☒ Male ☐ Female
Check One

▲ Name (First, Middle Initial, Last)

123 Main St.

▲ Residence — Street Address

Anytown	DE	19904	U.S.A.
City	State	Zip Code	Country of Citizenship
(302) 123-4567	08 / 01 / 1974		000-00-0000

▲ Home Telephone Number Date of Birth (MM/DD/YYYY) Social Security or Tax I.D. Number

Relationship to the Annuitant: ☒ Self ☐ Spouse ☐ Other _____

2 JOINT OWNER (If applicable — Non-qualified only)

☐ Male ☐ Female
Check One

▲ Name (First, Middle Initial, Last)

▲ Residence — Street Address

	State	Zip Code	Country of Citizenship
▲ City			
▲ Home Telephone Number	Date of Birth (MM/DD/YYYY)	Social Security or Tax I.D. Number	

Relationship to the Annuitant: ☐ Self ☐ Spouse ☐ Other _____

3 ANNUITANT

Check One: ☒ Owner ☐ Joint Owner ☐ Other, complete below.

☐ Male ☐ Female
Check One

▲ Name (First, Middle Initial, Last)

▲ Residence — Street Address

	State	Zip Code	Country of Citizenship
▲ City			
▲ Home Telephone Number	Date of Birth (MM/DD/YYYY)	Social Security or Tax I.D. Number	

4 PAYEE (Designated to receive annuity Income Payments)Check One: ☒ Owner ☐ Joint Owner ☐ Annuitant ☐ Other, complete below.

▲ Name (First, Middle Initial, Last)

▲ Residence — Street Address

▲ City State Zip Code Country of Citizenship

▲ Home Telephone Number Date of Birth (MM/DD/YYYY) Social Security or Tax I.D. Number

5 BENEFICIARY (Note: Primary and Contingent Beneficiary designations must each total 100%.) Please use Section 13 for additional Beneficiary information.

<input type="checkbox"/> Primary	Jane Doe	Spouse	100%
	▲ Name (First, Middle Initial, Last)	Relationship to Owner	Percentage
<input type="checkbox"/> Contingent			
	▲ Name (First, Middle Initial, Last)	Relationship to Owner	Percentage
<input type="checkbox"/> Primary			
<input type="checkbox"/> Contingent			
	▲ Name (First, Middle Initial, Last)	Relationship to Owner	Percentage
<input type="checkbox"/> Primary			
<input type="checkbox"/> Contingent			
	▲ Name (First, Middle Initial, Last)	Relationship to Owner	Percentage

6 PREMIUM AMOUNT (Attach check payable to NYLIAC, unless instructed otherwise.) \$ 10,000**7 REPLACEMENT INFORMATION**

a) Is the policy applied for a replacement of a life insurance

or annuity policy? ☐ Yes ☒ Nob) Do you have any existing life insurance or annuity policies? ☐ Yes ☒ No

If you answered "Yes" to either question, complete this section and submit required replacement forms.

▲ Company Name – Policy Number – Estimated Cash Value – Cost Basis (for Non-qualified Policies) 1035 Exchange: ☐ Yes ☐ No▲ Company Name – Policy Number – Estimated Cash Value – Cost Basis (for Non-qualified Policies) 1035 Exchange: ☐ Yes ☐ No

Please use Section 13 to include information if more than two policies are being replaced.

8 PLAN SELECTIONBenefit Period: 10 Years and 0 Months (Minimum of 5 Years and Maximum of 40 Years)**Note: For **Qualified Plans** please refer to the instruction page to determine the maximum allowable IRS guaranteed period based on the IRA Owner's age.Plan Type: ☒ Non-Qualified ☐ IRA ☐ Inherited IRA ☐ Roth IRA ☐ Inherited Roth IRA

OPTIONAL FEATURE: (Not available if the Owner is under the age of 59½ when the Income Payments begin.)

Payment to increase Annually by _____% (Select whole number percentage up to a maximum of 15%)

This option cannot be cancelled or modified after issue.

9 ANNUITY INCOME PAYMENTS

Frequency of Annuity Income Payments: ☐ Monthly ☐ Quarterly ☐ Semi-annually ☒ Annually

10 ANNUITY COMMENCEMENT DATE

Payments will begin one payment period after the Policy Date, unless otherwise indicated. **Only** if you would like the payments to begin on another date, please specify that date: / /

MM/DD/YYYY

Note: Payments **must** begin within one year of the Policy Date. Changing the Annuity Commencement Date will change the Income Payment Amount.

11 Please check here ☐ if you give permission to your Beneficiary(ies) to receive, in one sum, the present value of any Income Payments remaining after the Annuitant's death. (The Owner may change this election.)

12 SUCCESSOR OWNER

For **Non-Qualified** Plans, if the Owner and Annuitant are different, the Owner's estate is the default Successor Owner. If you wish to name the Annuitant as the Successor Owner, please check here ☐.

If you wish to choose a different Successor Owner, please use Section 13 to identify the Successor Owner, including name and Social Security or Tax I.D. number.

13 ADDITIONAL INFORMATION:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

14 FRAUD AND DISCLOSURE STATEMENTS**Residents of jurisdictions other than the District of Columbia and New York:**

Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits if a person provides false information.

Residents of the District of Columbia:

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

15 SIGNATURES (Read statement and sign below)**I/We agree that:**

(1) All of the answers to questions and statements in this application are true to the best of the knowledge and belief of those who made and recorded them. **(2) This contract will not become effective unless it is delivered to the Owner while the Annuitant is living.** (3) Unless otherwise indicated below, the Owner of this contract is the Applicant. (4) Under penalties of perjury, the Taxpayer Identification Numbers provided on this application are certified to be correct. (5) I/We understand that the annuity is not backed or guaranteed by any bank or insured by the FDIC.

Signed at	Anytown	DE	19904	Date	09 / 01 / 2009
▲ City		State		Zip Code	MM/DD/YYYY
▲ Applicant Signature (Owner)	<input checked="" type="checkbox"/>				
▲ Annuitant Signature (if other than Owner)	<input checked="" type="checkbox"/>				
▲ Representative's/Agent's Signature	George Roe				
(302) 111-2222	Representative/Agent Name				
	DE/DE-0001				
▲ Representative's/Agent's Tel. Number	Representative's/Agent's State and License Number				
AGENT-12345					
▲ Representative's/Agent's NYLIAC Code Number	(302) 333-4444				
ABC G.O.					
▲ Broker/Agency Name	Broker/Agency Tel. Number				
321 Main St.					
▲ Broker/Agency Street Address					
Anytown, DE 19904					
▲ Broker/Agency City, State, Zip Code					

<i>SERFF Tracking Number:</i>	<i>NYLA-126278831</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>43367</i>
<i>Company Tracking Number:</i>	<i>6430-07</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>Roth IRA Endorsement for SPIA</i>		
<i>Project Name/Number:</i>	<i>Roth IRA Endorsement for SPIA/6430-07</i>		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	
Comments:		
Attachment:		
Cert-Readability-AR.pdf		

	Item Status:	Status Date:
Bypassed - Item:	Application	
Bypass Reason:	Please see attached application under forms tabs	
Comments:		

	Item Status:	Status Date:
Bypassed - Item:	Life & Annuity - Acturial Memo	
Bypass Reason:	Not Applicable for this filing	
Comments:		

	Item Status:	Status Date:
Satisfied - Item:	Certification-Compliance	
Comments:		
Attachment:		
Cert-compliance-AR.pdf		

	Item Status:	Status Date:
Satisfied - Item:	Statement of Variability for Endorsement	

SERFF Tracking Number: NYLA-126278831 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 43367
Company Tracking Number: 6430-07
TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
Product Name: Roth IRA Endorsement for SPIA
Project Name/Number: Roth IRA Endorsement for SPIA/6430-07

Comments:

Attachment:

SOV-6430-07.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Statement fo Variability for Applications

Comments:

Attachments:

SOV-207-585 (01-2010).pdf

SOV-207-586 (01-2010).pdf

SOV-207-588 (01-2010).pdf

Item Status:

**Status
Date:**

Satisfied - Item: Cover Letter

Comments:

Attachment:

Cover Letter-AR.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Filling Fee Transmittal

Comments:

Attachment:

Filing Fee Transmittal-AR.pdf

STATE OF ARKANSAS
CERTIFICATION OF READABILITY

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

This is to certify that the attached form () Policy () Rider () Endorsement (x) Application form nos. **207-585 (01/2010), 207-586 (01/2010) and 207-588 (01/2010)**, have achieved a Flesch Reading Ease Score of 50.04, 51.7, and 51.7, respectively, and complies with the requirements of Arkansas Stat. Ann Sec. 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.



Signature

Suzanne Wolf

Name

Assistant Vice President

Title

August 27, 2009

Date

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
NEW YORK LIFE INSURANCE COMPANY

STATE OF ARKANSAS

In Re: Form (s): 6430-07, 207-585 (01/2010), 207-586 (01/2010), and 207-588
(01/2010)

I certify that the forms contained in this filing comply with Arkansas Insurance Regulation 19.

Suzanne Wolf

Signature

Suzanne Wolf

Name

Assistant Vice President

Title

August 27, 2009

Date

New York Life Insurance and Annuity Corporation (NYLIAC)

**Statement of Variability For
Roth Individual Retirement Annuity Endorsement
(Section 408A)**

Form Number: 6430-07

Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. The following information, that is bracketed, is denoted as variable.

Officer Signatures and/or Title: For any change to the corporation's officers and/or their titles.

Statement of Variability
Application for a Single Premium Immediate Annuities
Lifetime Income or Fixed Period Annuity
Form: 207-585 (01/2010)

New York Life Insurance and Annuity Corporation (NYLIAC)

The following information is denoted as variable. When applicable, ranges and/or alternate text are provided. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Top of form

Marketing Name: For changes to the marketing name.

Executive Office/Home Office Addresses: To allow for flexibility in changing this information should NYLIAC's office locations change.

Section 5

Reduction of Income for Joint Life Plans: To facilitate changes to the percentages for income reduction made available by NYLIAC and in accordance with applicable law. The available percentages for the reduced payment amount to the surviving Annuitant is between and including 40% and 99%. The percentage range for this option is between and including 10% and 99%.

Section 8

Premium Amount: The premium amount used to purchase the policy. The premium payment range is between \$10,000 - unlimited. Premium payments of \$1,000,000 or more are subject to prior approval by NYLIAC.

Section 9

Annuity Income Payments: To facilitate changes to the payment modes made available by NYLIAC. The available payment modes for all plan types are monthly, quarterly, semi-annually, and annually.

Section 11

Product Selection

Fixed Period Annuity:

Benefit Period: To facilitate changes to the minimum and maximum number of years made available by NYLIAC. The available benefit periods are any whole number between and including 5 and 40 years and any number of months between and including 1 and 11. The range for these benefit periods is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11.

Plan Type: To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans available with these Fixed Period Annuity products.

Optional Feature: To facilitate changes to the percentages, by which payments are to increase annually, as made available by NYLIAC. The available percentages for this option are 1% - 15%. The percentage range for this option is between and including 1% and 20%.

Section 12

Non-Qualified Annuity Plans

Single Life and Joint Life Plans: Life With xx Years Guaranteed – To facilitate changes to the percentages made available by NYLIAC. The available guaranteed periods are any whole number between and including 5 and 30 years and any number of months between and including 1 and 11. The range for these guaranteed periods is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11.

Section 13

Optional Features for Non-Qualified Annuities

Annual Increase Option: To facilitate changes to the percentages, by which payments are to increase annually, as made available by NYLIAC. The available percentages for this option are 1%, 2%, 3%, 4% or 5% for the life of the contract. The percentage range for this option is between and including 1% and 15%.

Section 14

Qualified Annuity Plan

Plan Type: To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans available with these income Annuity products.

Single Life and Joint Life Plans: Life With xx Guaranteed Periods - The available guaranteed periods are any whole number between and including 5 and 30 years and any number of months between and including 1 and 11. The range for these guaranteed periods is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11.

Section 15

Optional Features for Qualified Annuities

Annual Increase Option: To facilitate changes to the percentages, by which payments are to increase annually, as made available by NYLIAC. The available percentages for this option are 1%, 2%, 3%, 4% or 5% for the life of the contract. The percentage range for this option is between and including 1% and 15%.

In addition to the Annual Increase Option, we may offer an Income Enhancement Option and/or a Changing Needs Option, in the future. In such a case, the reference to “this option” which appears in the second sentence of this section shall read “These options”. The Income Enhancement Option and the Changing Needs Option will then display as:

“ ☐ Income Enhancement Option**

☐ Changing Needs Option**:

☐ Income increased by ___% (1% to 400%) of original amount on _____ (Income Adjustment Date)***
MM/DD/YY

☐ Income reduced by ___% (1% to 50%) of original amount on _____ (Income Adjustment Date)***
MM/DD/YY

**Available only with Roth IRAs when issued as Life Only or Life with Cash Refund Single Life plans.

*****Note:** The Income Adjustment Date may NOT change after the policy has been issued and must be at least three years after the Annuity Commencement Date.”

Statement of Variability
Application for a Single Premium Immediate Annuity
Lifetime Income Annuity
Form: 207-586 (01/2010)

New York Life Insurance and Annuity Corporation (NYLIAC)

The following information is denoted as variable. When applicable, ranges and/or alternate text are provided. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Top of form

Marketing Name: For changes to the marketing name.

Executive Office/Home Office Addresses: To allow for flexibility in changing this information should NYLIAC's office locations change.

Section 5

Reduction of Income for Joint Life Plans: To facilitate changes to the percentages for income reduction made available by NYLIAC and in accordance with applicable law. The available percentages for the reduced payment amount to the surviving Annuitant is between and including 40% and 99%. The percentage range for this option is between and including 10% and 99%.

Section 8

Premium Amount: The premium amount used to purchase the policy. The premium payment range is between \$10,000 - unlimited. Premium payments of \$1,000,000 or more are subject to prior approval by NYLIAC.

Section 10

Annuity Income Payments: To facilitate changes to the payment modes made available by NYLIAC. Available payment modes for all plan types are monthly, quarterly, semi-annually, and annually.

Section 12

Non-Qualified Annuity Plans

Single Life and Joint Life Plans: Life With xx Years Guaranteed – To facilitate changes to the percentages made available by NYLIAC. The available guaranteed periods are any whole number between and including 5 and 30 years and any number of months between and including 1 and 11. The range for these guaranteed years is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11.

Section 13

Optional Features For Non-Qualified Annuities

Annual Increase Option: To facilitate changes to the percentages, by which payments are to increase annually, made available by NYLIAC. The available percentages for this option are 1%, 2%, 3%, 4% or 5% for the life of the contract. The percentage range for this option is between and including 1% and 15%.

Section 14

Qualified Annuity Plan

Plan Type: To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans available with these Lifetime Income Annuity products.

Single Life and Joint Life Plans: Life With xx Guaranteed Periods - The available guaranteed

periods are any whole number between and including 5 and 30 years and any number of months between and including 1 and 11. The range for these guaranteed periods is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11.

Section 15

Optional Features For Qualified Annuities

Annual Increase Option: To facilitate changes to the percentages, by which payments are to increase annually, as made available by NYLIAC. The available percentages for this option are 1%, 2%, 3%, 4% or 5% for the life of the contract. The percentage range for this option is between and including 1% and 15%.

In addition to the Annual Increase Option, we may offer an Income Enhancement Option and/or a Changing Needs Option, in the future. In such a case, the reference to “this option” which appears in the second sentence of this section shall read “These options”. The Income Enhancement Option and the Changing Needs Option will then display as:

“ ☐ Income Enhancement Option**

☐ Changing Needs Option**:

☐ Income increased by ___% (1% to 400%) of original amount on _____ (Income Adjustment Date)***
MM/DD/YY

☐ Income reduced by ___% (1% to 50%) of original amount on _____ (Income Adjustment Date)***
MM/DD/YY

**Available only with Roth IRAs when issued as Life Only or Life with Cash Refund Single Life plans.

*****Note:** The Income Adjustment Date may NOT change after the policy has been issued and must be at least three years after the Annuity Commencement Date.”

Statement of Variability
Application for a Single Premium Immediate Annuity
Fixed Period Annuity
Form: 207-588 (01/2010)

New York Life Insurance and Annuity Corporation (NYLIAC)

The following information is denoted as variable. When applicable, ranges and/or alternate text are provided. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Top of form

Marketing Name: For changes to the marketing name.

Executive Office/Home Office Addresses: To allow for flexibility in changing this information should NYLIAC's office locations change.

Section 6

Premium Amount: The premium amount used to purchase the policy. The premium payment range is between \$10,000 - unlimited. Premium payments of \$1,000,000 or more are subject to prior approval by NYLIAC.

Section 8

Plan Selection

Benefit Period: To facilitate changes to the minimum and maximum number of years made available by NYLIAC. The available benefit periods are any whole number between and including 5 and 40 years and any number of months between and including 1 and 11. The range for these benefit periods is any whole number between and including 1 and 50 years and any number of months between and including 1 and 11.

Plan Type: To facilitate changes to the plan types made available by NYLIAC and in accordance with applicable laws for tax qualified plans available with these Fixed Period Annuity products.

Optional Feature: To facilitate changes to the percentages, by which payments are to increase annually, as made available by NYLIAC. The percentage range for this option is between and including 1% and 15%.

Section 9

Annuity Income Payments: To facilitate changes to the payment modes made available by NYLIAC. Available payment modes for all plan types are monthly, quarterly, semi-annually, and annually.



NEW YORK LIFE INSURANCE COMPANY
NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

(A Delaware Corporation)

1 Rockwood Road, Sleepy Hollow, NY 10591

"The Company You Keep"®

Suzanne Wolf

Assistant Vice President - Product Development

Bus: (914) 846-3508 Fax: (914) 846-4487 Toll Free: (800) 280-3551

E-Mail: Suzanne_M._Wolf@newyorklife.com

August 27, 2009

Hon. Julie Benafield Bowman
Commissioner
Department of Insurance
1200 W. Third Street
Little Rock, AR 72201-1904

RE: NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION

Form No.: 6430-07 Roth Individual Retirement Annuity (Section 408A) Endorsement
207-585 (01/2010) Individual Single Premium Fixed Immediate Annuity Application
207-586 (01/2010) Individual Single Premium Fixed Immediate Annuity Application
207-588 (01/2010) Individual Single Premium Fixed Immediate Annuity Application

N.A.I.C. NO.: 826-91596

F.E.I.N.: 13-3044743

Dear Hon. Julie Benafield Bowman:

We are enclosing for your review and approval the above-referenced Roth Individual Retirement Annuity (IRS Section 408A) Endorsement, form 6430-07, and three revised Individual Single Premium Fixed Immediate Annuity Applications, forms 207-585 (01/2010), 207-586 (01/2010), and 207-588 (01/2010). These forms will be used with our previously approved Individual Single Premium Fixed Immediate Annuity policies issued by New York Life Insurance and Annuity Corporation (NYLIAC).

Endorsement form 6430-07 is new and will be included with our Immediate Annuity policies to establish a Roth Individual Retirement Annuity (Roth IRA). This endorsement will become available with the policy forms listed below when they are issued as a Roth IRA beginning on or about January 1, 2010 and later.

The primary differences between these revised applications and the previously approved versions are as follows:

- 1) The addition of qualified plan options for Roth IRA, Inherited IRA, and Inherited Roth IRA to application forms 207-588 (01/2010) and 207-585 (01/2010).
- 2) The addition of a qualified plan option of Inherited Roth IRA to form 207-586 (01/2010).

- 3) The removal of the following questions from application form 207-585 (01/2010): “Do you have any existing life insurance or annuity policies?” and “Is the policy applied for a replacement of a life insurance or annuity policy?” These questions are now included on our replacement form, form number 22190.100, which is completed with the application for all sales, whether or not a replacement is involved. This replacement form was approved by your Department on 10/10/2007.

Application form 207-585 (01/2010) will be used with the previously approved policy forms listed below, when those policies are solicited through the company’s agency distribution channel. This application form is substantially similar to and will replace application form 207-585, previously approved by your Department on 4/30/2007.

Application form 207-586 (01/2010) will be used with policy forms 203-169, 203-170, 203-171, 203-172, 203-173 and 203-174, and application form 207-588 (01/2010) will be used with policy form 207-196, when these policies are solicited through the company’s independent distribution channel. These application forms are substantially similar to and will replace application forms 207-586 and 207-588 previously approved by your Department on 4/30/2007.

Attached is a list of the policy forms with which the Roth IRA Endorsement and the above application forms will be used. However, please note that the Roth IRA Endorsement form will not be used with policy form 203-171. Included in this list are the policy form number, description of each policy, and your Department’s date of approval for each form.

A Statement of Variability for each form is attached to this filing.

Because the subject endorsement form was drafted to conform to federal laws, the language in this form is not subject to state readability requirements.

Domicile Approval Status

These forms were filed with the Insurance Department of our domicile State of Delaware on 8/20/2009 and are pending approval.

We would appreciate receiving approval of these forms at your earliest convenience.

Sincerely,



Suzanne Wolf
Assistant Vice President– Product Development

SW: rb

New York Life Insurance and Annuity Corporation
Policy Forms that will be used with Roth IRA Endorsement 6430-07 and Application
Forms 207-585 (01/2010), 207-586 (01/2010), and 207-588 (01/2010) in AR

Policy Form	Description	Approval Date
203-169	Immediate Life Annuity	10/10/2003
203-170	Primary And Secondary Immediate Joint Life Annuity	10/10/2003
203-171*	Immediate Life Annuity With Percent of Premium Death Benefit	10/10/2003
203-172	Immediate Life Annuity With Cash Refund	10/10/2003
203-173	Immediate Life Annuity with Guaranteed Period	10/10/2003
203-174	Primary And Secondary Immediate Joint Life Annuity With Guaranteed Period	10/10/2003
207-196	Immediate Fixed Period Annuity	4/30/2007

*Roth Endorsement form 6430-07 will not be used with policy form 203-171.

**ARKANSAS
INSURANCE
DEPARTMENT**

FILING FEE TRANSMITTAL FORM ***

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name : New York Life Insurance and Annuity Corporation NAIC#: 826-91596

Company Contact Person: Suzanne Wolf Telephone No.: Toll Free: (800) 280-3551

INSURANCE DEPARTMENT USE ONLY

ANALYST : _____ **AMOUNT:** _____ **ROUTE SLIP:** _____

**ALL FEES ARE PER EACH INSURED, PER ANNUAL STATEMENT LINE OF BUSINESS,
UNLESS OTHERWISE INDICATED.**

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/ FORM FILINGS

Life and/or Disability policy form filing
and review, per each policy, contract, annuity
form , per each insurer, per each filing

x \$50= \$ ####
**Retaliatory \$###.##

Life and/or Disability- Filing and review of each
rate filing or loss ratio guarantee filing, per each
insurer.

* ### x \$50= \$ ###.##
**Retaliatory \$###.##

Life and/or Disability Policy, Contract or **Annuity**
Forms: Filing and review of certificate, rider,
endorsement or application if each is filed
separately from the basic form.

*** 4 x \$50= \$ 200.**
****Retaliatory \$50.00**

Policy and contract forms, all lines, filing
corrections in previously filed policy and contract
forms.

* ### x \$20= \$ ###.##
**Retaliatory \$###.##

Life and/or Disability: Filing and review of
Insured's advertisements, per advertisement, per
each insurer.

* ### x \$25= \$ ###.##
**Retaliatory \$###.##

AMEND CERTIFICATE OF AUTHORITY

Review and processing of information to amend an Insurer's Certificate of Authority. * ## x \$ 400 = \$ ###.##

Filing to amend Certificate of Authority. *** ### x \$100 = \$ ###.##

*THESE FEES ARE PAYABLE UNDER THE NEW FEE SCHEDULE AS OUTLINED UNDER
RULE AND REGULATION 57.

**THESE FEES ARE PAYABLE UNDER THE OLD FEE SCHEDULE AS OUTLINED UNDER
ARK. CODE ANN. 23-63-102, RETALIATORY TAX.

***THESE FEES ARE PAYABLE AS REQUIRED IN ARK. ANN. 23-61-401.